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11
12 **UNITED STATES DISTRICT COURT**
13 **CENTRAL DISTRICT OF CALIFORNIA – EASTERN DIVISION**
14

15 JOHN JOSEPH SAINT JOHN, JULIO
16 CESAR FLORES, ANTONIO
17 AGUILAR, individually and on behalf
18 of all others similarly situated,

19 Plaintiffs,

20 v.

21 TATITLEK SUPPORT SERVICES,
22 INC., a corporation,
23 TATITLEK/FORCE PREPAREDNESS
24 TRAINING SERVICES, INC., a
25 corporation, and DOES 1 through 75,
26 inclusive,

27 Defendants.

CASE NO.: ED CV08-01909 JZ (RZx)

**[THE HONORABLE JACK
ZOUHARY]**

**PLAINTIFFS' RESPONSE/REPLY
TO OBJECTION BY CLASS
MEMBER RONALD WARPACK**

**DATE: OCTOBER 21, 2011
TIME: 10:30 A.M.
JUDGE: THE HON. JACK
ZOUHARY
COURTROOM: TBD**

**RIVERSIDE FEDERAL
COURTHOUSE**

**3470 TWELFTH STREET,
RIVERSIDE, CA 92501**

1 Plaintiffs respectfully submit that the objection of Ronald Warpack lacks
2 merit for at least several important reasons.

3 Like the other three objectors (out of the 2,331 class members who
4 responded to the Notice and neither opted out nor objected), Mr. Warpack is
5 dissatisfied with the amount of money he will receive. But based on his statement
6 “After we changed to legal calculated hourly wage”, it appears (Mr. Warpack does
7 not specify when he thinks this occurred) that Mr. Warpack *assumes* that
8 California law applies to the dispute while failing to acknowledge the possibility
9 that the Court might conclude otherwise and grant Defendants' motion for
10 summary adjudication.

11 Equally important, the settlement confers much of what could have been
12 recovered under the FLSA (according to the Department of Labor’s own findings)
13 – but without the risk or expense of adjudicating whether the lawsuit is suitable for
14 class certification, whether there is liability, and whether any judgment can be
15 collected. Mr. Warpack fails to recognize this point.

16 For the foregoing reasons, Class Counsel respectfully asks that the Court
17 overrule the objection of Mr. Warpack and grant final approval of the Settlement.

18
19 Date: October 12, 2011

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22 By:

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